

**STANDARD GENERAL CONTRACT FOR  
PROFESSIONAL SERVICES**

Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the TOWN OF WESTFORD, 55 Main Street, Westford, MA 01886, a municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Manager as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and (name & address)

\_\_\_\_\_ hereinafter referred to as the "Contractor".

**RECITALS**

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;

WHEREAS the Town desires to obtain such Professional Services from the Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal Contract should be executed, by the Contractor and Town, evidencing the terms and conditions for the award.

NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered Exhibit(s) \_\_\_\_\_ and which are incorporated herein by reference, (the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as Exhibit \_\_\_\_\_ and which is incorporated herein by reference. The total contract price is not to exceed: \_\_\_\_\_.

ARTICLE II: Contractor shall commence the performance of this contract within \_\_\_\_\_ days of receiving written notice to proceed and shall have completed the work on or before \_\_\_\_\_ days after notice was received. All provisions related to time of completion of the work are of the essence.

ARTICLE III: Reliance by Town - Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor employees persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the Town relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the Town of the work performed does not operate as a release of the Contractor from its responsibility. It is further understood and agreed that the Contractor's responsibility shall extend to all work and services required to

be performed under this Contract.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this Contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The Contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

PROFESSIONAL LIABILITY- \$1,000,000 MINIMUM  
UMBRELLA - \$1,000,000 MINIMUM  
WORKER'S COMPENSATION - per statutory requirements

Other if	Automobile Liability insurance: \$	each person
Applicable:	\$	each accident
	Property: \$	

Certificates of Insurance acceptable to the Town, naming the Town of Westford as an additional insured, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the Contract.

ARTICLE VIII: ~~Non-Collusion-~~The Contractor declares that, as of the date of this Contract, no Town official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Town in writing should any Town official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the town.

ARTICLE IX: Termination/Right to Stop Work - The Town may terminate this Contract if (a) any material misrepresentation is made by the Contractor; (b) any failure by the Contractor to perform any of its obligations under this Contract, including but not limited to, the following: (i) failure to commence performance of this Contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's

reasonable control; (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE X: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE XI: Governing Ordinances and Laws - This contract is made subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the By-laws of the Town of Westford and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XII: Equal Opportunity - The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIII. Assignability - The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIV. Notice - Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

In the case of the Contractor to:

ARTICLE XV. Amendments - This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except in writing and signed by the parties with the same formalities as the initial Contract.

ARTICLE XVI. Severability - If any provision of this Contract or any portion of such provision shall be held invalid or illegal, than the remainder of this Contract or the remainder of such provision shall not be affected thereby.

ARTICLE XVII. Interpretation of Specifications and Contract Requirements - A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVIII. Indemnification - The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor and shall indemnify, defend and hold harmless the Town of Westford and all of its officers, agents, employees against all suits, claims of liability of every nature and name, for or on account of any injuries to persons or damage to property arising out of the proven negligence of the Contractor in the performance of the work covered by the Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorneys fees.

ARTICLE XIX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this Contract, all such contracted sums, subject to the provisions of Article X.

ARTICLE XX - COMPLIANCE – M.G.L. Chapter 62C, §49A

Prior to the issuance of the Contract, \_\_\_\_\_. shall attest under the penalties of perjury that it is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c.62C, Section 49A.

Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

(NAME OF COMPANY)

\_\_\_\_\_  
Social Security Number or Federal  
Identification Number

By \_\_\_\_\_  
Corporation Officer or Authorized

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Availability of Funds:

\_\_\_\_\_  
Town Accountant

Town of Westford by its  
Board of Selectmen or Town Manager  
Date of Board Vote (if any) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contractor:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

Corporate Seal